

1 BILL NO. S-86-01- 30

2 SPECIAL ORDINANCE NO. S- 20-86

3 AN ORDINANCE approving Contract
4 85-XP-9 - Ardmore Ave. Water Main
5 Extension, by and between the City
6 of Fort Wayne, Indiana and T-G
7 Excavating, Inc., in connection with
the Board of Public Works and Safety.

8 NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF
9 THE CITY OF FORT WAYNE, INDIANA:

10 SECTION 1. That Contract 85-XP-9 - Ardmore Ave. Water
11 Main Extension, by and between the City of Fort Wayne, Indiana
12 and T-G Excavating, Inc., in connection with the Board of Public
13 Works and Safety, for:

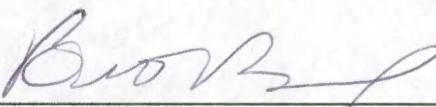
14 the furnishing of all materials, labor,
15 equipment, tools, power, transportation,
16 miscellaneous equipment, etc., necessary
17 to install 1,875+ L.F. of 12" ductile
iron water main at the following location:
On Ardmore Avenue from Elmcrest Drive,
northward 1,875+ L.F. to a point 200+
feet north of Norfolk & Western Railway;

18 involving a total cost of Sixty-Six Thousand Eight Hundred One
19 and No/100 Dollars (\$66,801.00), all as more particularly set forth
20 in said Contract, and which is on file with the Office of the
21 Board of Public Works and Safety and is by reference incorporated
22 herein, made a part hereof and is hereby in all things ratified,
23 confirmed and approved.

24 SECTION 2. That this Ordinance shall be in full force
25 and effect from and after its passage and any and all necessary
26 approval by the Mayor.

27 
28 Councilmember

29 APPROVED AS TO FORM
30 AND LEGALITY

31 
32 Bruce O. Boxberger, City Attorney

Read the first time in full and on motion by Burns,
seconded by Lewis, and duly adopted, read the second time
by title and referred to the Committee City Utilities (and the City
Plan Commission for recommendation) and Public Hearing to be held after
due legal notice, at the Council Chambers, City-County Building, Fort Wayne
Indiana, on _____, the _____ day of _____, 19_____, at _____ o'clock M., E.S.

DATE: 1-28-86

Sandra F. Kennedy

SANDRA E. KENNEDY, CITY CLERK

Read the third time in full and on motion by Burns,
seconded by Lewis, and duly adopted, placed on its
passage. PASSED (LOST) by the following vote:

	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>	<u>TO-WIT:</u>
<u>TOTAL VOTES</u>	<u>9</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u>BRADBURY</u>	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u>BURNS</u>	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u>EISBART</u>	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u>GiaQUINTA</u>	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u>HENRY</u>	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u>REDD</u>	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u>SCHMIDT</u>	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u>STIER</u>	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u>TALARICO</u>	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>

DATE: 2-11-86

Sandra F. Kennedy

SANDRA E. KENNEDY, CITY CLERK

Passed and adopted by the Common Council of the City of Fort
Wayne, Indiana, as (ANNEXATION) (APPROPRIATION) (GENERAL)
(SPECIAL) (ZONING MAP) ORDINANCE (RESOLUTION) NO. S-20-86
on the 11th day of February, 1986,

ATTEST:

(SEAL)

Samuel J. Talarico

SANDRA E. KENNEDY, CITY CLERK

PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana,
on the 13th day of February, 1986,
at the hour of 2:00 o'clock P.M., E.S.T.

Sandra F. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Approved and signed by me this 14th day of February,
1986, at the hour of 4:00 o'clock P.M., E.S.T.

WIN MOSES, JR.
WIN MOSES, JR., MAYOR

Invitation For Bids/Award Of Contract*
(NON-FEDERALLY ASSISTED Construction)

PROJECT: ARDMORE AVE. WATER MAIN EXTENSION CONTRACT #: 85-XP-9

CONTENTS

Check if Contained

Pages

<input checked="" type="checkbox"/>	1	COVER SHEET
<input checked="" type="checkbox"/>	I1 - I9	INSTRUCTION TO BIDDERS
<input checked="" type="checkbox"/>	S1	SCHEDULE
<input checked="" type="checkbox"/>	S2-3	SCHEDULE OF ITEMS
<input checked="" type="checkbox"/>	GP1 - GP7	GENERAL PROVISIONS
		SPECIAL CONDITIONS
<input checked="" type="checkbox"/>		PLANS AND SPECIFICATIONS
		DRAWINGS
<input checked="" type="checkbox"/>	S4	NOTES 1 AND 2
<input checked="" type="checkbox"/>	SS1-SS2	SUPPLEMENTARY SPECIFICATIONS

ATTACHMENTS

<input checked="" type="checkbox"/>	NON-COLLUSION AFFIDAVIT
<input checked="" type="checkbox"/>	BIDDER'S BOND
<input checked="" type="checkbox"/>	PERFORMANCE BOND
<input checked="" type="checkbox"/>	STATE BOARD OF ACCOUNTS FORM 96A
<input checked="" type="checkbox"/>	CERTIFICATE IN LIEU OF FINANCIAL STATEMENT 96A
<input checked="" type="checkbox"/>	PREVAILING WAGE SCALE - STATE OF INDIANA
<input checked="" type="checkbox"/>	PAYMENT BOND
<input checked="" type="checkbox"/>	WARRANTY BOND

DISCOUNT FOR PROMPT PAYMENT (SEE GENERAL PROVISIONS CLAUSE)	10 CALENDAR DAYS %	20 CALENDAR DAYS %	30 CALENDAR DAYS %	OTHER %
ACKNOWLEDGEMENT OF AMENDMENTS	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

* * * * *

BID SUBMITTED

ACCEPTANCE OF BID/AWARD OF CONTRACT

T-G Excavating, Inc.

Contractor

By: Thomas M. Stockamp
 Attest: David R. Jimmee, Project Manager
 Its: President
 Offer
 Date: December 18, 1985

Bidder agrees to keep bid open for acceptance for _____ (90 days unless otherwise specified)

COMPLIANCE: 750 60 12/18/85

O.C. 2/85

B.O.W. NON-FED.

CITY OF FORT WAYNE
BOARD OF PUBLIC WORKS AND SAFETY

David J. Leek 1/15/86

Getta R. M. M.D.

Quinton D. Consalos

CITY OF FORT WAYNE
MAYOR

John C. K.

AWARD DATE: 12-20-85

*NOTE: AWARD WILL BE MADE ON THIS FORM.

CITY OF FORT WAYNE, INDIANA
IMPROVEMENT TO FORT WAYNE WATER UTILITY
SCHEDULE OF UNIT PRICES

CONTRACT NO. 85-XP-9
ARDMORE AVENUE WATER MAIN EXTENSION

<u>ITEM</u>	<u>QUANTITY</u>	<u>DESCRIPTION</u>	<u>U.P.</u>	<u>EXTENSION</u>
1.	1,890± L.F.	12" CL. #50 DUCTILE IRON PIPE	21. ²⁰	40,068. ⁰⁰
2.	18± L.F.	8" CL. #50 DUCTILE IRON PIPE	17. ⁰⁰	306. ⁰⁰
3.	125± L.F.	24" STEEL CASING PIPE (BORED)	113. ⁵⁴	14,192. ⁵⁰
4.	3 EA.	12" GATE VALVES W/BOXES	859. ⁰⁰	2577. ⁰⁰
5.	1 EA.	8" GATE VALVES W/BOXES	507. ⁰⁰	507. ⁰⁰
6.	1 EA.	12" x 8" TEE	339. ⁰⁰	339. ⁰⁰
7.	2 EA.	12" LONG PATTERN SOLID SLEEVES	200. ⁰⁰	400. ⁰⁰
8.	1 EA.	TYPE I FIRE HYDRANT ASSEMBLY 12" MAIN	1425. ⁰⁰	1425. ⁰⁰
9.	1 EA.	TYPE III FIRE HYDRANT ASSEMBLY 12" MAIN	1488. ⁰⁰	1488. ⁰⁰
10.	1 EA.	TYPE II FIRE HYDRANT ASSEMBLY 8" MAIN	1380. ⁰⁰	1380. ⁰⁰
11.	400± L.F.	ASPHALT RESTORATION	6. ⁹⁸	2792. ⁰⁰
12.	150± L.F.	STONE SURFACE RESTORATION	1. ⁴⁷	220. ⁵⁰
13.	1,400± L.F.	GRASS AREA RESTORATION	, ⁷⁹	1106. ⁰⁰
<hr/>			<hr/>	<hr/>
			TOTAL	66,801. ⁰⁰

In submitting this bid, it is understood that the right is reserved by the Owner to reject any and all bids and to waive any defect in any bid.

IN WITNESS WHEREOF, the bidder (a firm) by its owner(s) named below, hereunto set hand(s) and seal this _____ day of _____, 19 _____.

FIRM NAME _____

BY: _____

IN TESTIMONY WHEREOF, the bidder (a corporation) has caused this proposal to be signed by its President and Secretary and affixed its corporate seal this 18th day of December, 19 85.

T-G Excavating, Inc.
NAME OF CORPORATION

BY: Thomas M. Stockamp
PRESIDENT

ATTEST:

Harold R. Zimmer
Harold R. Zimmer, Asst. Secretary

NOTE 1:

Use this form, if Cashier's or Certified Check accompanies bid:

Enclosed, herewith, find Cashier's or Certified Check for \$ _____

being 7 of the maximum bid herein, made payable to:

THE CITY OF FORT WAYNE, INDIANA

the proceeds, of which, are to remain the absolute property of said City, if

BIDDER

shall not within _____ days after Notice of Acceptance of the within bid, enter into a written contract, and secure said contract by a bond, for the full amount of the contract to the approval of the proper officials of said City.

NOTE 2:

Use this form, if Bidder's Bond accompanies bids.

Enclosed herewith, find a Bidder's Bond in an amount equal to ten (10%) per cent of maximum bid herein, subject to the approval of the Board of Public Works and Safety, conditioned as follows:

That if the Board of Public Works and Safety shall award

T-G Excavating, Inc.

the contract for said work, and if T-G Excavating, Inc.

shall enter into a contract and furnish a 100% Performance Bond as required within ten (10) days from the date, he/she/it is notified of the acceptance of his/her/its bid, then the obligation of said bond shall be null and void, otherwise, to remain in full force and effect.

Bond No.....

Fidelity and Deposit Company

HOME OFFICE

OF MARYLAND

BALTIMORE, MD. 21203

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, T-G Excavating, Inc.

5544 Huguenard Road, Fort Wayne, Indiana 46818

, as Principal, (hereinafter called the "Principal"), and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, of Baltimore, Maryland, a corporation duly organized under the laws of the State of Maryland, as Surety, (hereinafter called the "Surety"), are held and firmly bound unto

Fort Wayne Board of Works

City County Bldg., Fort Wayne, IN 46801

as Obligee, (hereinafter called the "Obligee"), in the sum of Ten Percent (10%) of Contractors Maximum Bid Price Dollars (\$-----), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for

Ardmore Avenue Water Main Extension, Contract #85-XP-9, per plans and specifications

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a contract with the Obligee in accordance with the terms of such bid and give such bond or bonds as may be specified in the bidding or contract documents with good and sufficient surety for the faithful performance of such contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter into such contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 18th day of December A.D. 1985

Harold R. Grimes
Witness

T-G Excavating, Inc. (SEAL)
Thomas M. Stockamp, Pres.
Principal
Title

Virginia T. Axson
Virginia T. Axson
Witness

FIDELITY AND DEPOSIT COMPANY OF MARYLAND
Surety
By *Duane E. Lupke* (attorney-in-fact) (SEAL)
Duane E. Lupke Title

Power of Attorney
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

HOME OFFICE, BALTIMORE, MD

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, by C. M. PECOT, JR., Vice-President, and C. W. ROBBINS, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Company, which reads as follows:

"The Chairman of the Board, or the President, or any Executive Vice-President, or any of the Senior Vice-Presidents or Vice-Presidents specially authorized so to do by the Board of Directors or by the Executive Committee, shall have power, by and with the concurrence of the Secretary or any one of the Assistant Secretaries, to appoint Resident Vice-Presidents, Assistant Vice-Presidents and Attorneys-in-Fact as the business of the Company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertakings, recognizances, stipulations, policies, contracts, agreements, deeds, and releases and assignments of judgements, decrees, mortgages and instruments in the nature of mortgages, . . . and to affix the seal of the Company thereto."

does hereby nominate constitute and appoint Walter H. Lupke, Jr., Duane E. Lupke, Donald L. Coffey, Edward B. Rice, Walter E. Boose, Stephen E. Stewart, Barbara J. Hause and Virginia T. Axson, all of Fort Wayne, Indiana, EACH.....
its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings.....

And the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md., in their own proper persons.
This power of attorney revokes that issued on behalf of Walter H. Lupke, Jr., et al., dated, August 2, 1983.

The said Assistant Secretary does hereby certify that the foregoing is a true copy of Article VI, Section 2, of the By-Laws of said Company, and is now in force.

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 22nd day of February, A.D. 1984.

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

ATTEST:



C.W. Robbins

Assistant Secretary

By

CMJ

Vice-President

STATE OF MARYLAND
CITY OF BALTIMORE

{ ss:

On this 22nd day of February, A.D. 1984, before the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, duly commissioned and qualified, came the above-named Vice-President and Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself deposeth and saith, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed by Official Seal, at the City of Baltimore, the day and year first above written.



Carol J. Padre
Notary Public Commission Expires July 1, 1986

CERTIFICATE

I, the undersigned, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the Vice-President who executed the said Power of Attorney was one of the additional Vice-Presidents specially authorized by the Board of Directors to appoint any Attorney-in-Fact as provided in Article VI, Section 2 of the By-Laws of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND.

This Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 16th day of July, 1969.

RESOLVED: "That the facsimile or mechanically reproduced signature of any Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed."

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said Company, this 18th day of December, 1985.

W.G. Gately
Assistant Secretary

L1428e-CR-044-2987

Minority Business Enterprise (MBE) is a business of which at least 51 $\frac{1}{2}$ is owned and controlled by minority group members. ("Minority" means Black, Hispanic, American Indian, Asian, Pacific Islander, and Alaskan Native). The minority owners must exercise actual day-to-day management, as well as actively participate in management and policy decisions affecting the business. The contribution of capital, equipment or expertise made by the minority owners must be real, substantiated and documented.

Women Business Enterprise (WBE) is a business of which at least 51 $\frac{1}{2}$ is owned and controlled by women. The women owners must exercise actual day-to-day management, as well as actively participate in management and policy decisions affecting the business. The contribution of capital, equipment or expertise made by the women owners must be real, substantiated and documented.

The contract for which this proposal/bid is prepared is governed by the MBE/WBE Ordinance. This form must be completed in order to be responsive to this IFB/RFP. If the participation goal of 7 $\frac{1}{2}$ for MBE and 2 $\frac{1}{2}$ for WBE are not met or exceeded in your bid or proposal, the reasons for this failure and reasonableness and good faith of efforts to meet this goal shall be evaluated in determining whether the bidder/offeror is responsible.

A list of possible MBE/WBE contractors/suppliers are on file in the Compliance Office, Room 800, City-County Building, for Contractor review.

THE FOLLOWING IS THE UNDERSIGNED'S COMMITMENT TO THE MBE/WBE GOALS OF THE CITY FOR WORK DONE PURSUANT TO THIS CONTRACT:

A. _____ The undersigned firm certifies that it is an MBE/WBE Contractor (cross out inapplicable provision).

For MBE specify percentage of minority ownership
_____ %.

For WBE specify percentage of women ownership
_____ %.

B. _____ The undersigned certifies that they are a joint venture in which the following (MBE/WBE) firm (cross out inapplicable provision) is a joint venture partner.

The MBE/WBE firm (cross out inapplicable provision) shall have _____ % participation (employees) _____ % participation (costs) in this project.

Specify the percentage of minority/women ownership in the MBE/WBE firm ____ %. (cross out inapplicable provision)

- C. The undersigned commits 7 % of the total bid price as a subcontract to minority business enterprise participation. The MBE firms which are proposed as subcontractors are the following:

<u>Name of Firm</u>	<u>Address</u>	<u>Type of Work</u>
1. FOWLES TRUCKING	FT. WAYNE	TRUCKING
2.		
3.		

- D. The undersigned commits 14 % of the total bid price as a subcontract to women business enterprise participation. The WBE firms which are proposed as subcontractors are the following:

<u>Name of Firm</u>	<u>Address</u>	<u>Type of Work</u>
1. J.L TUNNELING	INDIANAPOLIS, IN	BORING
2.		
3.		

- E. Complete (1) and (2) below if participation goals of 7% MBE and 2% WBE have not been met.

1. My Company cannot meet the participation goals for the following reasons:

2. We have taken the following steps in an attempt to comply with these participation goals:

(attach additional sheets as necessary)

Contractor T-G Excavating, Inc. Contractor _____

By Thomas M. Stokamp By _____

Its President _____ Its _____

14. Minority/Female Hourly Employment Requirements.

The City's policy is to encourage a greater utilization of minority and/or female employees in City construction projects. The Board has, therefore, adopted a minimum goal of 17% of the total work hours on each project to be expended by minority and/or female employees. ("Minority" shall include: Blacks, Hispanic, Asian, Pacific Islander, American Indian or Alaskan Native.)

The bidder shall state in "A" below the percentage of total work hours which the bidder and his subcontractors will employ and utilize women and minority employees on this project. If a contract is awarded as a result of this bid, the percentage figure set forth in "A" shall become contractually binding on the bidder. The successful bidder will also be required to prepare reports for the City demonstrating compliance with this percentage and will allow city officials access to his records, facilities and work site and to those of his subcontractors to determine compliance.

The bidder must fill in the required blanks in this clause in order to be responsive to this IFB. If the bidder does not meet or exceed the hourly utilization goal of 17% minority/female participation, the reasons for this failure and reasonableness and good faith of efforts to meet this goal shall be evaluated to determine whether the bidder is responsible.

THE FOLLOWING IS THE UNDERSIGNED'S COMMITMENT TO MINORITY/FEMALE HOURLY UTILIZATION.

A. The undersigned firm certifies that it will employ and utilize minorities and females and/or will ensure that its subcontractors employ and utilize minorities and females so that minorities and females will work at least 17% of the total hours worked on this project.

B. Complete (1) and (2) below if the hourly utilization figure set forth in "A" is less than 17%.

1. My Company and its subcontractors cannot meet the 17% minimum hourly utilization figure for the following reasons:

2. My Company has taken the following steps in an attempt to comply with the 17 $\frac{1}{2}$ hourly utilization figure:

(attach additional sheets if necessary)

Contractor T-G Excavating, Inc.

By Thomas M Stockamp

Its President

15. Required Prevailing Wage Schedule Payments - Pursuant to Indiana Code 5-16-7-1. All contractors and subcontractors working on the project awarded pursuant to this contract shall pay the prevailing wage rates for skilled, semi-skilled and unskilled laborers, workmen and mechanics. This wage determination has been made in accordance with the procedures set forth in Indiana Code 5-16-7-1. This determination and the required wage rates are available for examination by any prospective bidder at The Board of Public Works and Safety, 9th Floor, City-County Building, Fort Wayne, Indiana.

If a bidder is awarded a contract as a result of this Invitation for Bids, he/she/it shall file a schedule of wages, on forms provided by the City of Fort Wayne, demonstrating compliance with the wage rate determination. The successful prime contractor shall be responsible for obtaining schedules from all subcontractors. All schedules shall be filed before the contractor commences any work on the project.

Penalties for failure to pay the prevailing wage rate are set forth in Indiana Code 5-16-7-3.

16. Site Orientation. A site orientation (will/will not) be conducted by the City Engineers. If such an orientation is conducted, it will be held on the _____ day of _____, 19_____, commencing at _____ o'clock _____.M. at the site of the project.

Regardless of whether a site orientation is conducted or not, bidders are required to visit the site of the work, and inform themselves fully of the conditions, under which the work will be performed. The bidders shall be responsible for all conditions that affect the work, including, but not limited to all sub-surface conditions.

NON-COLLUSION AFFIDAVIT

The Bidder, by its Officers and T-G Excavating, Inc.

agents or representatives present at the time of filing this bid, being duly sworn on their oaths, say that neither they nor any of them have in any way, directly or indirectly, entered into any arrangement or agreement with any other bidder, or with any public officer of such City of Fort Wayne, Indiana; whereby such affiant or affiants or either of them, has paid or is to pay to such other bidder or public officer any sum of money, or has given or is to give such bidder or public officer anything of value whatever, or such affiant or affiants or either of them has not directly or indirectly, entered into any arrangement or agreement with any other bidder or bidders, which tends to or does lessen or destroy free competition in the letting of the contract sought for by the attached bids, that no inducement of any form or character other than that which appears upon the face of the bid will be suggested, offered, paid or delivered to any person, whomsoever to influence the acceptance of the said bid or awarding of the contract, nor has this bidder any agreement or understanding of any kind whatsoever, with any person whomsoever to pay, deliver to, or share with any other person in any way or manner, any of the proceeds of the contract sought by this bid.

T-G Excavating, Inc.

By: Thomas M. Stockamp

Thomas M. Stockamp, President

Subscribed and sworn to before me by Thomas M. Stockamp
this 18th day of December, 1985.

My Commission Expires:

4/6/88

Harold R. Zimmer

Harold R. Zimmer
NOTARY PUBLIC
Resident of Allen County, IN

Subscribed and sworn to before me by _____
this _____ day of _____, 19 _____.

My Commission Expires:

NOTARY PUBLIC
Resident of _____ County, IN

Subscribed and sworn to before me by _____
this _____ day of _____, 19 _____.

My Commission expires:

NOTARY PUBLIC
Resident of _____ County, IN

CERTIFICATE IN LIEU OF FINANCIAL STATEMENT

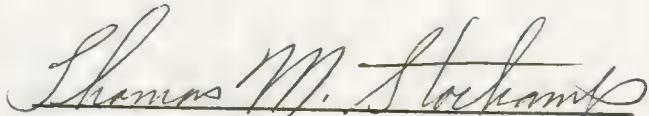
I, Thomas M. Stockamp, the President
Name

Position, of T-G Excavating, Inc.
Company

HEREBY CERTIFY:

1. That the Financial Statement of said Company, dated the 28th day of February, 1985, now on file in the office of the Board of Public Works of the City of Fort Wayne, Indiana, which Financial Statement is by reference incorporated herein and made a part hereof, is a true and correct statement and accurately reflects the financial condition of said Company, as of the date hereof;
2. That I am familiar with the books of said Company, showing its financial condition and am authorized to make this Certificate on its behalf.

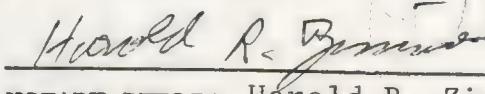
DATED: 12/18/85


Signature Thomas M. Stockamp

President

Title

SUBSCRIBED AND SWORN to before me, a Notary Public, in and for said County and State, this 18th day of December, 1985.


NOTARY PUBLIC Harold R. Zimmer
A Resident of Allen County, IN

My Commission Expires:

4/6/88

Fidelity and Deposit Company

HOME OFFICE

OF MARYLAND

BALTIMORE, MD. 21203

Performance Bond

KNOW ALL MEN BY THESE PRESENTS:

That T-G Excavating, Inc., 5544 Huguenard Road,
(Here insert the name and address or legal title of the Contractor)

Fort Wayne, Indiana 46818,
 as Principal, hereinafter called Contractor, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, with its home office in the City of Baltimore, Maryland, U. S. A., as Surety, hereinafter called Surety, are held and firmly bound unto Fort Wayne Board of Works,

City-County Building, 1 Main Street, Fort Wayne, Indiana 46801,
(Here insert the name and address or legal title of the Owner)

as Obligee, hereinafter called Owner,
 in the amount of Sixty Six Thousand Eight Hundred One Dollars and no cents

Dollars (\$ 66,801.00), for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written agreement dated 19⁸⁶, entered into a contract with Owner for Ardmore Avenue Water Main Extension, Contract #85-XP-9, Fort Wayne, Indiana

in accordance with drawings and specifications prepared by City of Fort Wayne, Indiana

(Here insert full name, title and address)
 which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Owner.

Whenever Contractor shall be, and declared by Owner to be in default under the Contract, the Owner having performed Owner's obligations thereunder, the Surety may promptly remedy the default, or shall promptly

(1) Complete the Contract in accordance with its terms and conditions, or

(2) Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if the Owner elects, upon determination by the Owner and Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and Owner, and make available as work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators or successors of Owner.

Signed and sealed this 13th day of JANUARY 19⁸⁶

In the presence of:

Harold R. Jones

Virginia T. Axson
 Virginia T. Axson

T-G Excavating, Inc. (SEAL)
Thomas M. Stockamp, Pres.
Principal
Title

FIDELITY AND DEPOSIT COMPANY OF MARYLAND
 By Duane E. Lupke (SEAL)
Title Attorney-in-fact

Fidelity and Deposit Company

HOME OFFICE

OF MARYLAND

BALTIMORE, MD. 21203

Labor and Material Payment Bond

Note: This bond is issued simultaneously with Performance Bond in favor of the owner conditioned on the full and faithful performance of the contract.

KNOW ALL MEN BY THESE PRESENTS:

That T-G Excavating, Inc., 5544 Huguenard Road,

Fort Wayne, Indiana (Here insert the name and address or legal title of the Contractor)

as Principal, hereinafter called Principal, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, with its home office in the City of Baltimore, Maryland, U. S. A., as Surety, hereinafter called Surety, are held and firmly bound unto Fort Wayne Board of Works,
City-County Building, 1 Main Street, Fort Wayne, Indiana 46801

(Here insert the name and address or legal title of the Owner)
as Obligee, hereinafter called Owner, for the use and benefit of claimants as hereinbelow defined, in the amount of Sixty Six Thousand Eight Hundred One Dollars and no cents

Dollars (\$ 66,801.00) (Here insert a sum equal to at least one-half of the contract price), for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has by written agreement dated 19 ⁸⁶ entered into a contract with Owner for Ardmore Avenue Water Main Extension, Contract #85-XP-9, Fort Wayne, Indiana

in accordance with drawings and specifications prepared by City of Fort Wayne, Indiana

(Here insert full name, title and address)
which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Principal shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

1. A claimant is defined as one having a direct contract with the Principal or with a sub-contractor of the Principal for labor, material, or both, used or reasonably required for use in the performance of the contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.

2. The above named Principal and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The Owner shall not be liable for the payment of any costs or expenses of any such suit.

3. No suit or action shall be commenced hereunder by any claimant:

(a) Unless claimant, other than one having a direct contract with the Principal, shall have given written notice to any two of the following: The Principal, the Owner, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Principal, Owner or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.

(b) After the expiration of one (1) year following the date on which Principal ceased work on said Contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

(c) Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the project, or any part thereof, is situated, or in the United States District Court for the district in which the project, or any part thereof, is situated, and not elsewhere.

4. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against this bond.

Signed and sealed this 15TH day of JANUARY ⁸⁶ A.D. 19.....

In the presence of:

Harold R. Grimes

T-G Excavating, Inc.

(SEAL)

Thomas M. Stockamp, Pres.
Principal
Title

Virginia T. Axson
Virginia T. Axson

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By Duane E. Lupke (Attestor-in-fact)

Power of Attorney
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

HOME OFFICE, BALTIMORE, MD.

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, by C. M. PECOT, JR., Vice-President, and C. W. ROBBINS, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Company, which reads as follows:

"The Chairman of the Board, or the President, or any Executive Vice-President, or any of the Senior Vice-Presidents or Vice-Presidents specially authorized so to do by the Board of Directors or by the Executive Committee, shall have power, by and with the concurrence of the Secretary or any one of the Assistant Secretaries, to appoint Resident Vice-Presidents, Assistant Vice-Presidents and Attorneys-in-Fact as the business of the Company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertakings, recognizances, stipulations, policies, contracts, agreements, deeds, and releases and assignments of judgements, decrees, mortgages and instruments in the nature of mortgages, . . . and to affix the seal of the Company thereto."

does hereby nominate constitute and appoint Walter H. Lupke, Jr., Duane E. Lupke, Donald L. Coffey, Edward B. Rice, Walter E. Boose, Stephen E. Stewart, Barbara J. Hausz and Virginia T. Axson, all of Fort Wayne, Indiana, EACH.....
its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings.....

And the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md., in their own proper persons.

This power of attorney revokes that issued on behalf of Walter H. Lupke, Jr., et al., dated, August 2, 1983.

The said Assistant Secretary does hereby certify that the foregoing is a true copy of Article VI, Section 2, of the By-Laws of said Company, and is now in force.

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 22nd day of February, A.D. 1984.

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

ATTEST:



CW Robbins

Assistant Secretary

By

Vice-President

STATE OF MARYLAND
CITY OF BALTIMORE

ss:

On this 22nd day of February, A.D. 1984, before the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, duly commissioned and qualified, came the above-named Vice-President and Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself deposeth and saith, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed by Official Seal, at the City of Baltimore, the day and year first above written.



Notary Public Commission Expires July 1, 1986

CERTIFICATE

I, the undersigned, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the Vice-President who executed the said Power of Attorney was one of the additional Vice-Presidents specially authorized by the Board of Directors to appoint any Attorney-in-Fact as provided in Article VI, Section 2 of the By-Laws of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND.

This Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 16th day of July, 1969.

RESOLVED: "That the facsimile or mechanically reproduced signature of any Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed."

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said Company, this day of , 19.....

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Assistant Secretary

L1428-Cr-044-2987

Admn. Appr.

TITLE OF ORDINANCE Contract 85-XP-9 - Ardmore Ave. Water Main Extention

DEPARTMENT REQUESTING ORDINANCE Board of Public Works & Safety

8-86-01-30

SYNOPSIS OF ORDINANCE Contract 85-XP-9, Ardmore Ave. Water Main Extension is for the furnishing of all materials, labor, equipment, tools, power, transportation, misc. equipment, etc., necessary to install 1,875+ L.F. of 12" ductile iron water main at the following location: On Ardmore Avenue from Elmcrest Drive, northward 1,875+ L.F. to a point 200+ feet north of Norfolk & Western Railway.

T-G Excavating, Inc., is the contractor.

EFFECT OF PASSAGE Improved water conditions at above location.

EFFECT OF NON-PASSAGE

MONEY INVOLVED (DIRECT COSTS, EXPENDITURE, SAVINGS) \$66,801.00

ASSIGNED TO COMMITTEE

BILL NO. S-86-01-30

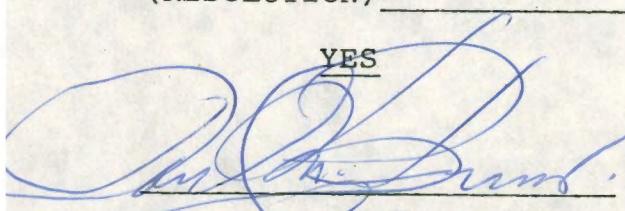
REPORT OF THE COMMITTEE ON CITY UTILITIES

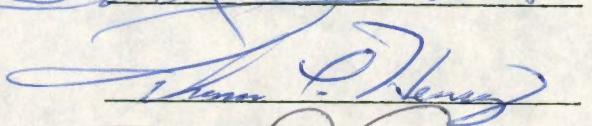
WE, YOUR COMMITTEE ON CITY UTILITIES TO WHOM WAS
REFERRED AN (ORDINANCE) (RESOLUTION) approving Contract
85-XP-9 - Ardmore Ave., Water Main Extension, by and between the
City of Fort Wayne, Indiana and T-G Excavating, Inc., in
connection with the Board of Public Works and Safety

HAVE HAD SAID (ORDINANCE) (RESOLUTION) UNDER CONSIDERATION AND BEG
LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID (ORDINANCE)
(RESOLUTION)

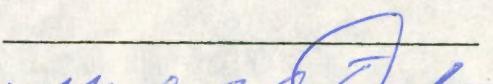
YES

NO


PAUL M. BURNS
CHAIRMAN


THOMAS C. HENRY
VICE CHAIRMAN


BEN A. EISBART


JAMES S. STIER


MARK E. GIAQUINTA

CONCURRED IN 2-11-86

SANDRA E. KENNEDY
CITY CLERK